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Terms & Conditions

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Terms & Conditions

HOME WI-FI (MTN MADE FOR HOME)

Terms and Conditions

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Please note that as of 27 January 2020 these terms and conditions have been amended and the provisions of clause 4.3 have been amended.

NOTE:

A. The following Terms and Conditions contain assumptions of risk and/or liability by you and limit and exclude liabilities, obligations and legal responsibilities which Mobile Telephone Networks Proprietary Limited, Registration Number 1993/001436/07 (“MTN”) will have towards you and other persons. These Terms and Conditions also limit and exclude your rights and remedies MTN and place various risks, liabilities, obligations and legal responsibilities on you. These Terms and Conditions may result in you being responsible for paying additional costs and amounts and MTN may also have claims and other rights against you.

the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

C. Please read these terms and conditions carefully. Participation in this Offer will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Offer.

D. Please note that these Terms and Conditions are subject to your Subscriber Contract Terms and Conditions.

SECTION 49 CONSUMER PROTECTION ACT NO 68 of 2008 NOTICE, THE FOLLOWING TERMS ARE IMPORTANT TO NOTE: 2, 3, 4, 5, 9 and 10

Introduction

1.1 MTN is offering an alternative to traditional home solutions in the form of a Fixed LTE - Home Wi-Fi (MTN Made for Home).

1.2 The Home Wi-Fi promotion will only be available in areas where MTN has Fixed LTE network coverage and available capacity.

1.3 Customers must be within the new Fixed LTE coverage areas, which are defined and updated on MTNs coverage map, which can be found on.www.mtn.co.za and select MyMTNapp (click on menu, go to customer service, select coverage map, select Fixed LTE option) (“the Offer / Offering”).

1.4 In addition to these Terms and Conditions, the use of Home Wi-Fi (MTN Made For Home) is subject to the qualifying Customer Contract Terms and Conditions.

1.5 The abovementioned terms and conditions, and policies are available and accessible on www.mtn.co.za/Termsandconditions.aspx.

2 Offer Period

2.1 The Offer will be available from the 1st September 2019 until 30 November 2019 (‘Offer Period”).

changes to services.

3 Qualifying Customers

3.1 The Offering is available to the following MTN Customers:

3.1.1 post-paid converged price plan customers (consumer, and consumer SME); and

3.1.2 new, add sim and upgrade customers. (the “Qualifying Customers”).

3.2 Customers on the following price plans will not be eligible for this Offering:

3.2.1 corporate customers;

3.2.2 prepaid customers; (the “Excluded Customers”).

4 What does the Offer entail?

4.1 Qualifying Customers can subscribe to the Offering via all existing channels as per current post-paid data price plan and (MTN Store, Telesales, Online Store, MTN Direct Sales Force).

4.2 The Offering is available to purchase on a 24(twenty-four) month contract only.

4.3 Qualifying Customer Customers will receive both anytime data and night express data, of the same value. The time validity for Night Express is between 00:01-04:59.

4.4 Qualifying Customers will have a choice of the following Home Wi-Fi promotional offerings:

Subscription Cost	**R399**	**R599**
Price plan	MTN Made For Home 60GB	MTN Made For Home 120GB

Device	Share link B612 LTE Wi-FI Router Sharelink B618 LTE Wi-Fi Router Sharelink B525 LTE Wi-Fi Router	Sharelink B612 LTE Wi-FI Router Sharelink B618 LTE Wi-Fi Router Sharelink B525 LTE Wi-Fi Router
Standard inclusive Anytime Data	30GB	60GB
Standard inclusive Night Express Data	30GB	60GB
Promotion Data		
Promotional Anytime Data	20GB	20GB
Promotional Night Express Data	20GB	20GB
Promotional Free Video Streaming Data Bundle	20GB	50GB
Total Value	120GB	210GB

4.5 The following purchasable Booster Bundles for MTN Made for Home: price plans only. (Once-off or recurring).

Booster Bundle	**Cost**
2GB	R69
5GB	R119

10GB	R169
20GB	R299
30GB	R379
50GB	R599
100GB	R999

4.6 These booster bundles can be used to top up your inclusive data value. The following purchasable (recurring). Consumer / VAS Service: VAS Name

4.6.1 MTN Static IP VAS Service

4.6.2 This VAS service can be loaded to enable static IP services, example, security, webpage hosting, Gaming, VO.P.

5 Terms and Conditions:

5.1 The Offer will only be available to MTN post-paid customers.

5.2 The Offer will be available to new, add sim and upgrade customers.

5.3 The Offer will be enabled for Data only.

5.4 The Offer will be locked to a fixed location / address and compatible device (router).

5.5 Only Consumer on consumer SME customers will be able to purchase the MTN Made For Home price plans.

5.6 MTN Made For Home price plans will not allow out of bundle usage, customers will be able to purchase ad- hoc Booster bundles (once-off or recurring) using their Spend limit, if one has been set.

5.7 MTN Made For Home customers will only be able to purchase the MTN LTE Booster Bundles (once-off or recurring).

5.9 MTN Made For Home customers will not be able to purchase / load the following existing adhoc data bundles:

5.9.1 hour;

5.9.2 day;

5.9.3 week;

5.9.4 fortnightly;

5.9.5 monthly; and

5.9.6 long term / once-off.

5.10 MTN Made For Home customers will be able to purchase MTN Fixed LTE Booster and MTN night express bundles via the following channels:

5.10.1 MTN store;

5.10.2Telesales;

5.10.3 Online store;

5.10.4 MyMTNapp; and

5.10.5 MyCustomer.

5.11 The MTN Made For Home price plans will align to the current 2 times carry over rule for inclusive value and recurring MTN Fixed LTE Booster bundles value, if loaded.

5.12 The promotional Anytime, Night Express and Video streaming data will not carry over.

5.13 The Video Streaming bundle is only for data usage for: Showmax and DSTV Now, this excludes subscription access to content providers.

5.14 The MTN Made For Home price plans will receive both inclusive anytime data and night express data (to the same value).

5.16 The MTN Fixed LTE Booster bundles (once-off / recurring) can only be purchased by MTN Made For Home price plans.

5.17 The Router and SIM for the MTN Made For Home will be linked / paired together. If the SIM is removed from the Router, the Fixed LTE service will not be available.

5.18 The router being use with/in the MTN Made for home need to be compatible router: only CAT router upwards is compatible with MTN Made For home

5.19 The MTN Made For Home will only be available on LTE technology, it will not fall back to 3G / 2G technology.

5.20 The MTN Made For Home price plans 1st months inclusive value (Based on the bill run date) will be prorated, there after the full inclusive value will be provisioned

5.21 The MTN Fixed LTE Booster Recurring Bundles will be prorated.

5.2 All customers are excluded from purchasing the MTN Fixed LTE Booster Bundles (once-off / recurring).

5.23 All existing My MTN Choice Voice and Data, My MTN Choice Talk +, My MTN Choice +, MTN Flexi, and MTN Made For Me customers are excluded from purchasing the MTN Fixed LTE Booster Bundles (once-off / recurring).

5.24 All Prepaid customers are excluded from purchasing the MTN Fixed LTE Booster Bundles (once-off / recurring).

5.25 All Corporate consumer are excluded from purchasing the MTN fixed LTE Booster recurring Bundles. (once-off/recurring).

5.26 MTN Made For Home customers will be able to cancel the MTN Fixed LTE Booster Recurring Bundles via the following channels:

5.26.1 store;

5.26.2 call centre;

5.26.3 online store;

5.27 MTN Made For Home customers will keep their MTN Fixed LTE Booster Bundles (product and value) when doing a price plan migration to another qualifying price plan:

5.27.1 MTN Made For Home;

5.28 MTN Made For Home customers will not keep already provisioned inclusive value when doing a price plan migration to another non-qualifying price plan. They will lose the product and the value:

5.28.1 My MTN Choice Voice;

5.28.2 My MTN Choice Data;

5.28.3 My MTN Choice Talk +;

5.28.4 My MTN Choice +;

5.28.5 MTN Flexi; and

5.28.6 MTN Made For Me.

5.29 MTN Made For Home customers will not keep already provisioned inclusive value when doing a subtype migration (post-paid to prepaid), will lose the product and the value.

5.30 MTN Made For Home customers will lose their Static IP Address VAS Service (Monthly) when doing a subtype migration (post-paid to prepaid).

5.31 MTN Made For customers will lose their Static IP Address VAS Service (Monthly) when doing a price plan migration to another non-qualifying price plan:

5.31.1 My MTN Choice Voice;

5.31.2 My MTN Choice Data;

5.31.3 My MTN Choice Talk +;

5.31.4 My MTN Choice +;

5.31.5 MTN Flexi; and

(Monthly) when doing a price plan migration to another qualifying price plan:

5.32.1 MTN Made For Home;

5.33 MTN Made For Home will not be able to load / purchase Voice Bundles (once-off / recurring).

5.34 MTN Made For Home will not be able to load / purchase SMS Bundles (once-off / recurring).

5.35 Dual Call / Dual SIM is not allowed on the MTN Made For Home price plans.

5.36 Data Share is not allowed on the MTN Made For Home price plans and MTN Fixed LTE Booster Bundles.

5.37 Loyalty Points will only be earned on the purchase of the MTN Made For Home price plans and MTN Fixed LTE Booster Bundles.

5.38 MTN Made For Home price plans will default to the MyMTN APN (DHCP).

5.39 MTN Made For Home price plans will be able to purchase the MTN Static IP VAS Service(recurring) at an additional monthly cost, if required.

5.40 The MTN Static IP VAS Service would only be required by the MTN Made For Home price plans for the following (the VA Services will not to be loaded as default):

5.40.1Security Services.

5.40.2 Hosting Website(s).

5.40.3Gaming.

5.40.4 VoIP - Voice over Internet Protocol Services.

5.41 MTN Made For Home price plans will be able to remove / cancel the Static IP VAS Service at any time .

5.42 MTN Made For Home price plans default MyMTN APN (DHCP) will change to Fixed LTE APN (Static) when the MTN Static IP VAS Service (Monthly) is loaded onto the MTN Made For Home price plans.

6 RICA

6.1 In terms of the Amended Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 (“RICA”), you are obliged to provide proof of your full names, surname, Identity Document number and residential address to a RICA officer when purchasing a SIM card. This is necessary to activate you as a customer on the MTN network.

6.2 MTN is obliged by law not to activate your SIM card on the MTN network if you have not complied with the RICA registration requirements.

6.3 By law, if a SIM card is lost, stolen or damaged, you are required to immediately notify the South African Police Services in writing. You will also have to immediately notify MTN and request the SIM card to be suspended.

6.4 If you wish to transfer/sell your SIM card to another person (other than a family member), you are required to contact your Service Provider to report such a transfer to MTN, and MTN is required by law to deactivate the SIM card. Before the new holder of the SIM card can use the SIM card, they must provide proof of their full names, surname, Identity Document number and residential address to an approved MTN RICA officer to register them as a customer on the MTN network. Once they have complied with RICA, and the RICA information is received by MTN, MTN will reactivate the SIM card.

6.5 If you change ownership to a third party, the Offer is not transferable.

6.6 Failure by any person holding/using a SIM card to comply with RICA is an offence. Contact your service provider or see www.mtn.co.za for details.

7 Cancellation

7.1 Qualifying Customers may cancel their Offer by contacting the MTN stores or call centres.

7.2 Qualifying Customers are bound to the cancellation provisions contained in their Qualifying Customer Contract Terms and Conditions, which includes, but is not limited to, the liability of cancellation charges.

8 Modification of Terms and Conditions

media.

8.2 MTN reserves the right at any time to modify, suspend or discontinue the Offer (on notice to you), with notice, without liability to you or any third party. MTN will under no circumstance be liable to you for any error, delay, failure or non-availability of the Offer, and you indemnify MTN against any damage or loss you may sustain as a result of possession and/or use of the SIM card, MTN network services, or any error, delay, failure or non-availability of the Offer. Visit www.mtn.co.za regularly for notice, updates and/or changes to services.

8.3 MTN reserves the right from time to time to vary the charges of the Offer as may be deemed necessary in its discretion.

8.4 Any changes will be posted on www.mtn.co.za, your continued use of the products and/or services with the amended rules will be deemed to be accepted by you. It is the responsibility of you to review these Terms and Conditions regularly.

9 Limitation of Liability

9.1 Subject to the provisions of the Consumer Protection Act, to the extent allowed by any other applicable law and also subject to clauses below, MTN will not be liable to you or to any other person for any loss or damage suffered (whether it is direct or indirect):-

9.1.1 if MTN does not supply or deliver any device or SIM card/s on the required date or time; or

9.1.2 If the MTN network services are interrupted, suspended, or cancelled, for whatever reason; or

9.1.3 if MTN does not suspend the provision of the MTN network services to you after you have specifically requested MTN to do so; or

9.1.4 if the loss or damage was caused by any negligent act or failure to act by MTN, its employees or agents; or

9.1.5 as a result of the use of any device supplied to you by MTN relating to this service.

9.1.6 Clause 9.1 does not limit or exclude any warranties or obligations which are implied into this service by the Consumer Protection Act (to the extent applicable) or which MTN

10 General

10.1 MTN is not responsible for a service being interrupted and/or failing for any reason or for any interruption in the network services or the Offer.

10.2 You will be able to access services only when you are in the Republic of South Africa in an area covered by the MTN network.

10.3 You will be solely responsible for all products and services contained in the Offer from delivery of the Offer to you. Accordingly, MTN takes no responsibility for any loss or damage of any of the contents of this Offer including the SIM card, where applicable, or any MTN Internet bundle credits associated with the SIM card. In the event of theft or loss of your device and/or SIM card, such items must be replaced at your own cost; you are obliged to report such loss or theft to the South African Police Services immediately, and to request MTN to suspend such SIM Card.

10.4 MTN reserves the right, in its sole and absolute discretion, to terminate or suspend your participation in the Offer or the network services where MTN suspects abuse of its network, the Offer, any of its services, fraud, criminal activity or where your participation in the Offer is placing an unreasonable constraint on the MTN network which may impact the experience of other MTN Customers.

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